

MILITARY MISSION WITH IRANIAN GENDARMERIE

Agreement signed at Tehran November 27, 1943

Entered into force November 27, 1943; operative from October 2, 1942

Article 20 amended by agreement of September 11 and 13, 1948¹

Extended by agreements of August 4 and September 6, 1944;² September 27 and 29, 1945;³ July 25 and August 8, 1946;⁴ September 11 and 13, 1948;⁵ August 16 and 22, 1950;⁶ April 18, 1954;⁷ March 15 and 19, 1955;⁸ February 13, 1956;⁹ April 10, June 14, and November 12, 1961, and February 7 and March 19, 1962;¹⁰ June 10 and 29, 1968;¹¹ June 29 and July 23, 1969;¹² and September 2 and October 8, 1970¹³

57 Stat. 1262; Executive Agreement Series 361

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN

In conformity with the request of the Government of Iran to the Government of the United States of America, by authority of the law for the employment of American officers for the Gendarmerie voted on October 21, 1943, the President of the United States of America has authorized the assignment of a mission of officers, non-commissioned officers and experts of the United States Army, the number of officers of which shall not exceed eight, with a view to reforming the affairs of the Gendarmerie, according to the following articles.

¹ TIAS 1941, *post*, p. 1302.

² 31 UNTS 470.

³ 31 UNTS 472.

⁴ 31 UNTS 424.

⁵ 31 UNTS 428.

⁶ Not printed.

⁷ 5 UST 542; TIAS 2946.

⁸ 6 UST 694; TIAS 3207.

⁹ 7 UST 390; TIAS 3519.

¹⁰ 19 UST 7516; TIAS 6594.

¹¹ 19 UST 7511; TIAS 6594.

¹² 20 UST 2757; TIAS 6742.

¹³ 21 UST 2205; TIAS 6790.

TITLE I

Purpose and Duration

ARTICLE 1: The purpose of this Mission is to advise and assist the Ministry of Interior of Iran in the reorganization of the Imperial Iranian Gendarmerie.

ARTICLE 2: This Mission shall be effective as of October 2, 1942 and shall continue for a minimum of two years and any extension mutually agreed upon between the interested parties unless previously terminated as herein-after provided; and provided further that the authority granted the President of the United States for the detail of such officers remains in effect for such period. Any member of the Mission may be recalled at any time upon the request of the Government of the United States of America provided a replacement with equal qualifications is furnished.

ARTICLE 3: This Agreement may be terminated before the expiration of the period prescribed in Article 2 in the following manner:

a. By either of the Governments, subject to three months' written notice to the other Government.

b. By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America.

ARTICLE 4: This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Iran at any time during a period when either Government is involved in foreign hostilities. In case of cancellation, all provisions hereinafter set forth concerning termination shall apply.

TITLE II

Composition and Personnel

ARTICLE 5: This Mission shall consist at all times of such personnel of the United States Army as may be agreed upon by the Government of Iran through its authorized representative in Washington and by the War Department of the United States of America.

TITLE III

Duties, Rank, and Precedence

ARTICLE 6: The personnel of the Mission shall perform such duties as may be proposed by the Chief of the Mission and approved by the Minister of the Interior of Iran.

ARTICLE 7: The members of the Mission shall be responsible solely to the Minister of Interior of Iran through the Chief of the Mission.

ARTICLE 8: Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or such simulated rank as may be bestowed upon him by the Iranian Government. The members of the Mission shall wear either the uniform of the United States Army or of the Imperial Iranian Gendarmerie to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Iranian Gendarmerie officers of the same rank.

ARTICLE 9: Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Iranian Army and the Iranian Gendarmerie provide for officers of corresponding rank of the Imperial Iranian Gendarmerie.

ARTICLE 10: The personnel of the Mission shall be governed by the disciplinary regulations of the Iranian Gendarmerie except insofar as such regulations are contrary to the regulations of the United States Army.

TITLE IV

Compensation and Perquisites

ARTICLE 11: Members of the Mission shall receive from the Government of Iran such net annual compensation in United States currency as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall be net after deduction of any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of Interior of Iran in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 12: The compensation agreed upon as indicated in the preceding article shall commence upon October 2, 1942, or upon the date of departure of each Mission member if the latter date is subsequent to October 2, 1942, and except as otherwise expressly provided in this agreement shall be paid following the termination of duty with the Mission before his departure for the United States, for the period of any accumulated leave which may be due.

ARTICLE 13: The compensation due for the period of accumulated leave shall be paid to a detached member of the Mission before his departure from Iran.

ARTICLE 14: Each member of the Mission and his family shall be furnished by the Government of Iran, except in the case where each member is replaced under the provisions of Article 2 of this Agreement, with first class accommodations for travel, via the shortest usually traveled route, required

and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Iran, both for the outward and for the return trip. The Government of Iran shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Iran as well as all expenses incidental to the transportation of such household effects, baggage and automobile from his official residence in Iran to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of Iran, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Government of Iran in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 15: The Government of Iran shall grant, upon request of the Chief of the Mission, exemption from customs duties or other imposts on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 16: Compensation for transportation and traveling expenses in Iran on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the provisions of Article 9.

ARTICLE 17: The Government of Iran shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation, with chauffeur on call, shall be made available by the Government of Iran for use of the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18: The Government of Iran shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19: By authority of the last paragraph of item (c) of the Law of October 21, 1943, if any member of the Mission, or any of his family, should die in Iran, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be

provided as prescribed in Article 14. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of Iran, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

ARTICLE 20: The Minister of Interior of Iran will appoint the Chief of the Mission Advisor to the Ministry of Interior in charge of Gendarmerie affairs as head of the Imperial Organization of the Iranian Gendarmerie for the duration of this contract and he shall have precedence over all officers of the Imperial Iranian Gendarmerie. He will have immediate charge of the entire administration and control of the Gendarmerie and he will have the right to recommend to the Ministry of Interior and in accordance with regulations the appointment, promotion, demotion, or dismissal of any employee of the Gendarmerie and to put this into effect with the approval of the Ministry of the Interior and no other authority shall have the right to interfere, and he will have the right with the approval of the Minister of the Interior to transfer and reassign any officer, gendarme, or employee of the Gendarmerie.¹⁴

ARTICLE 21: The Government of Iran agrees that, while this agreement is in effect, it will not engage officers of other foreign armies or personnel from any other country to serve in the Imperial Iranian Gendarmerie or branches in which the members of the United States Military Mission are serving.

ARTICLE 22: Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement.

ARTICLE 23: Throughout this agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24: Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay

¹⁴ For an amendment of art. 20, see agreement of Sept. 11 and 13, 1948 (TIAS 1941), *post*, p. 1302.

for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25: The leave specified in the preceding Article may be spent in Iran, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized as leave.

ARTICLE 26: The Government of Iran agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the interests of the Government of Iran.

ARTICLE 27: Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28: The Government of Iran shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, with concurrence of the Minister of Interior of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 9.

ARTICLE 29: Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

ARTICLE 30: The Council of Ministers will have the right to cancel such provisions of this Agreement as refer to any member of the Mission, duly and competently proved to be guilty of interference in the political affairs of the country or of violation of the laws of the land.

IN WITNESS WHEREOF, the undersigned, Mohamed Saed, Minister of Foreign Affairs of Iran, and Louis G. Dreyfus, Jr., Envoy Extraordinary and Minister Plenipotentiary of the United States of America, have signed this Agreement in duplicate in the English and Persian languages, at Tehran, this 27th day of November, one thousand nine hundred and forty-three.

M. SAED	[SEAL]
LOUIS G. DREYFUS JR.	[SEAL]